

**Certificate of Notice Page 1 of 3**  
United States Bankruptcy Court  
Eastern District of Pennsylvania

In re:  
Kimberly A. Falcone  
Debtor

Case No. 16-16560-amc  
Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: JeanetteG  
Form ID: pdf900

Page 1 of 1  
Total Noticed: 5

Date Rcvd: Feb 15, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 17, 2017.

db Kimberly A. Falcone, 614 Gary Lane, Norristown, PA 19401-3520

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
smg E-mail/Text: bankruptcy@phila.gov Feb 16 2017 02:32:52 City of Philadelphia,

City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor,  
Philadelphia, PA 19102-1595

smg E-mail/Text: RVSVCBICNOTICE1@state.pa.us Feb 16 2017 02:32:14

Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946,  
Harrisburg, PA 17128-0946

smg +E-mail/Text: usapae.bankruptcynotices@usdoj.gov Feb 16 2017 02:32:33 U.S. Attorney Office,  
c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404

cr +E-mail/Text: bnc@atlasacq.com Feb 16 2017 02:31:39 Atlas Acquisitions LLC, 294 Union St.,  
Hackensack, NJ 07601-4303

TOTAL: 4

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Feb 17, 2017

Signature: /s/Joseph Speetjens

---

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 15, 2017 at the address(es) listed below:

ALBERT J. SCARAFONE, JR. on behalf of Debtor Kimberly A. Falcone scarafone@comcast.net,  
ascarafone@gmail.com

THOMAS I. PULEO on behalf of Creditor Toyota Lease Trust tpuleo@kmlawgroup.com,  
bkgroup@kmlawgroup.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 4

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Kimberly A. Falcone	<u>Debtor</u>	CHAPTER 13
Toyota Lease Trust	<u>Movant</u>	
vs.		NO. 16-16560 AMC
Kimberly A. Falcone	<u>Debtor</u>	
William C. Miller Esq.	<u>Trustee</u>	11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the Lease held by the Movant on the Debtor's residence is **\$1,369.00**, which breaks down as follows;

Post-Petition Payments:	October 2016 through February 2017 at \$273.80
<b>Total Post-Petition Arrears</b>	<b>\$1,369.00</b>

2. The Debtor shall cure said arrearages in the following manner;

a). Beginning March 2017 and continuing through August 2017, until the arrearages are cured, Debtor shall pay the present regular monthly payment of **\$273.80** on the Lease (or as adjusted pursuant to the terms of the Lease) on or before the twenty-sixth (26<sup>th</sup>) day of each month plus an installment payment of **\$228.17** towards the arrearages on or before the last day of each month at the address below;

Toyota Motor Credit Corporation  
P.O. Box 9490  
Cedar Rapids, Iowa 52409-9490

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order<sup>7</sup> granting the Movant relief from the automatic stay.

6. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

7. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the lease and applicable law.

8. The parties agree that a facsimile signature shall be considered an original signature.

Date: February 7, 2017

By: /s/ Thomas I. Puleo, Esquire

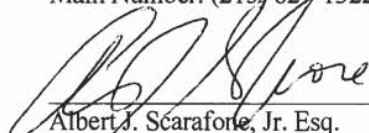
Thomas I. Puleo, Esquire

Attorneys for Movant


KML Law Group, P.C.

Main Number: (215) 627-1322

Date: 2-10-17

  
\_\_\_\_\_  
Albert J. Scaraforte, Jr. Esq.  
Attorney for Debtor

Approved by the Court this 15th day of February, 2017. However, the court retains discretion regarding entry of any further order.

  
\_\_\_\_\_  
Bankruptcy Judge  
Ashely M. Chan